



TOWN OF ELSMERE  
11 POPLAR AVENUE  
ELSMERE, DELAWARE

Phone (302) 998-2215

Fax (302) 998-9920

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## REQUEST FOR PROPOSALS

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### PROPOSAL NUMBER 10 - 02

#### Public Works Building Roof Repairs or Replacement

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:  
Tuesday, December 21, 2010 – 2:00 PM**

#### **PURPOSE:**

The Town of Elsmere is soliciting proposals for the repair or replacement of the roof on the Public Works Building, located at 220 New Road, Elsmere. The current roof is a flat roof, with all of the attendant problems. The proposal should address the repair of the current roof, and/or the replacement of the present roof. The Proposal should provide all costs and benefits.

The current roof was repaired several years ago, but has developed a persistent leak along the back wall of the building. The proposal for repair should address a "permanent" solution to the leak problem.

The Proposal for replacement should address the correction of the "Flat Roof" problem, and should include a recommendation for alternative roof construction to promote the prompt drainage of most of the water on the roof. The proposal should also include a redesign and configuration of the scuppers at the sides of the roof to permit the prompt drainage from the roof.

#### **SUBMISSION:**

**DEADLINE:** Proposals must be received in the Town of Elsmere, Finance Office, located at # 11 Poplar Avenue, Elsmere, Delaware 19805, by no later than **2:00 pm on Tuesday, December 21, 2010 at 2:00 pm.**

**METHODS:** Sealed Proposals may be hand-delivered or mailed to the Town of Elsmere, 11 Poplar Avenue, Elsmere Delaware 19805: Attention: Heather Herold, Finance Clerk.

**FAX/EMAIL:** Facsimile and electronic mail transmittals are **NOT** acceptable and will not be considered.

#### **REQUIREMENTS:**

**SUBMITTAL:** An original Proposal must be submitted. The Proposal consists of the COMPLETED AND SIGNED Proposal Form and any other required

documentation.

**SEALED:**

All Proposals must be returned in a sealed envelope with the Proposal Number clearly marked on the outside. If an overnight delivery service is used, the proposal number clearly marked on the outside of the delivery service envelope.

**REFERENCES:**

The Town of Elsmere will require all who submit a proposal to supply with this Proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

**LEGIBILITY:**

Proposals must be legible and of a quality that can be reproduced.

**LATE PROPOSAL:**

Proposals received after submission deadline will not be opened and will be considered void and unacceptable. The Town of Elsmere is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:**

Those providing a proposal must affirmatively demonstrate their ability to meet the following requirements:

- a) Have adequate financial resources, or the ability to obtain such resources as required;
- b) Be able to comply with the required or proposed delivery schedule;
- c) Have a satisfactory record of performance;
- d) Be otherwise qualified and eligible to receive an award.
- e) Possess and maintain throughout the term of the contract should one be awarded, a valid State of Delaware, New Castle County and Town of Elsmere, Business License.
- f) All services shall be provided during the normal work week (Monday through Friday) between the hours of 8:00am and 4:00pm. Prior approval of the Town Manager must be obtained prior to any work being performed after 4:00pm or on a Saturday or Sunday.

The Town may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

**Award and Funding Out:**

The awarding or continuation of any contract which may ultimately be awarded is contingent upon funding being appropriated by the Mayor and Council.

**REJECTION OR ACCEPTANCE:**

No more than one Proposal will be awarded for the services requested. Proposals may be rejected for some items or areas, even though awards are made for others. The convenience of having a single source for all service is desired and will be taken into consideration together with price in determining the lowest and best Proposal.

It is understood that the Town of Elsmere, reserves the right to accept or reject any and/or all Proposals for any or all materials and/or services covered in this Request

For Proposal, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of the Town of Elsmere.

**PERFORMANCE BOND:**

Should a contract be awarded the proposer shall be required to post a performance bond in an amount equal to one-half of the amount of their proposal.

**PROPOSAL:** This Proposal, if and when properly accepted by the Town of Elsmere, shall constitute a contract equally binding between the successful Proposer and the Town of Elsmere.

The successful Proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the Proposal.

**PROPOSAL ADMINISTRATION:**

Under this Proposal, the Town Manager of the Town of Elsmere, shall be the proposal administrator with designated responsibility to ensure compliance with Proposal requirements, such as but not limited to, acceptance, inspection and delivery. The Proposal administrator will serve as liaison between the Town of Elsmere and the successful Proposer.

**PROPOSAL PERIOD(S):**

Work performed in accordance with this proposal shall be completed within 60 working days from the date of award.

**MISCELLANEOUS**

**PAYMENT:**

Payment shall be made by check from the Town of Elsmere upon satisfactory completion and acceptance of items and submission of the Invoice to the Town for work specified by this Proposal Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received or the date that the invoice is received by the Town whichever is later and the Town has determined that the work performed, goods or services received are acceptable to the Town.

At a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) Town of Elsmere Proposal Number, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Proposal
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the PROPOSAL

Payment inquiries should be directed to the Town of Elsmere Finance Department: Attention; Finance Director at 998-2215.

**ETHICS:**

The Proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Town of Elsmere.

**DOCUMENTATION:**

Proposer shall provide with this Proposal response, all documentation required by this Proposal. Failure to provide this information may result in rejection of the Proposal.

**TERMINATION FOR DEFAULT:**

The Town of Elsmere reserves the right to enforce the performance of this Proposal in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of this Proposal. Non-Performance

of the Proposer in terms of specifications shall be a basis for the termination of the Proposal by the Town. The Town shall not pay for commodities/services which are unsatisfactory. Proposer's will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

**SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:**

The successful Proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this Proposal. Proposer must executed an affidavit stating that all of the employees of the Proposer and any Sub-Proposer or Sub-Contractor performing work within the Town of Elsmere in accordance with this proposal are lawfully permitted to be employed in the United States under both federal and state law.

**INSURANCE:**

Should a contract be awarded proposer shall obtain at its own cost and expense and keep in force and effect throughout the term of any contract period including all extensions the following minimum insurance coverage's.

**Workers' Compensation Insurance Coverage:**

Should a contract be awarded, the Proposer shall provide proof of workers' compensation insurance coverage for the person's or entity's employees providing services on detailed in this proposal, for the duration of the contract period.

- A. Persons providing services on the project ("Sub-Proposer" "Sub-Proposers") - includes all persons or entities performing all or part of the services the Proposer has undertaken to perform under this proposal, regardless of whether that person Proposed directly with the Proposer and regardless of whether that person has employees. This includes, without limitation, independent Proposers, Sub-Proposers, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services under this proposal. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to this proposal. "Services" does not include activities unrelated to the proposal, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- B. The Proposer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Delaware Code.
- C. The Proposer must provide a certificate of coverage to the Town prior to being awarded the Proposal.
- D. If the coverage period shown on the Proposers current certificate of coverage ends during the duration of the project, the Proposer must, prior to the end of the coverage period, file a new certificate of coverage with the Town showing that coverage has been extended.
- E. The Proposer shall obtain from each person providing services related to this proposal, and provide to the Town:
  - (1) A certificate of coverage, prior to that person beginning work related to this proposal, so the Town will have on file certificates of coverage showing coverage for all persons providing services related to this proposal;
  - (2) No later than seven (7) days after receipt by the Proposer, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Proposer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

- G. The Proposer shall notify the Town in writing by certified mail or personal delivery, within ten (10) days after the Proposer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. By signing this Proposal or providing or causing to be provided a certificate of coverage, the Proposer is representing to the Town of Elsmere that all employees of the Proposer who will provide services on the project will be covered by workers' compensation coverage for the duration of the project that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the Proposer to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- I. The Proposers failure to comply with any of these provisions is a breach of Proposal by the Proposer which entitles the Town of Elsmere to declare the Proposal void if the Proposer does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**Comprehensive General Liability Insurance:**

In an amount of \$1,000,000.00 per person / \$3,000,000.00 per occurrence.

Before any work could begin the Proposer shall provide to the Town a Certificate of Insurance and or copies of insurance policies. The certificate holder shall be as follows.

The Town of Elsmere  
11 Poplar Avenue  
Elsmere, Delaware 19805

**HOLD HARMLESS:**

The Proposer shall indemnify and hold the Town of Elsmere and all of its departments and employees harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the Proposer or any sub-proposer utilized by the Proposer, their employees, invitees on or about the premises and which arise out of the Proposers performance, or failure to perform as specified in this proposal.

**EXCEPTIONS:**

Proposers may elect to take minor exceptions to the terms and conditions to this RFP. The Town of Elsmere will evaluate each exception according to the intent of the terms and conditions contained herein, but the Town of Elsmere shall reject exceptions which create inequity in the treatment of Proposers. Exceptions shall only be considered if they are submitted on a separate form entitled exceptions and are submitted in the same envelope as the proposal.

**SUBCONTRACTS:**

Subcontracting is permitted under this RFP. However, every subcontractor shall be identified in the proposal and agreed to in writing by the Town during the performance the contract should one be awarded. Any substitution in or addition to such subcontractor, associates, or consultants will be subject to the prior written approval of the Town of Elsmere.

The proposer awarded any potential contract by the Town of Elsmere, shall be responsible for the compliance of any subcontractor with all terms, conditions and requirements of this RFP and all Local, State or Federal Laws. The proposer chosen by the Town shall be liable for any non-compliance by any sub-proposer. Further, nothing contained herein or in any subcontractor agreement, shall be construed as creating any contractual relationship between the subcontractor and the Town of Elsmere.

# PROPOSAL SPECIFICATIONS

## GENERAL INSTRUCTIONS:

All Proposals submitted must be valid for a period of ninety (90) days after Proposal Deadline.

The successful Proposal if awarded will become a part of the contract between the Town of Elsmere and the successful Vendor.

Prior to submitting Proposal, Proposers are required to examine the Proposer instructions, specifications and Proposal forms carefully. Failure to do so will be at the Proposers risk.

All costs directly or indirectly related to the preparation of a response to this Proposal or any oral presentation required by the Town of Elsmere to supplement and/or clarify a Proposal shall be the sole responsibility of the Proposer.

All certificates of insurance coverage must be provided to the following individual prior to beginning work:

John S. Giles Jr.  
Town Manager  
Town of Elsmere  
11 Poplar Avenue  
Elsmere, Delaware 19805

The Proposer must visit the site where the work is to be performed and should have discussed the specific requirements with the Town Manager or his designated representative.

The successful Proposer must supply all, materials, equipment, permits required licenses and labor necessary to complete the task.

## I. SPECIFICATIONS:

### 1.01 WORK INCLUDED:

- a. The work includes, but is not necessarily limited to, furnishing of materials and equipment and completion of the following:
  1. Inspect the entire roof.
  2. Report any abnormalities, questionable or unfavorable conditions including signs of failure, weakening of the structure and infiltration.
  3. Prepare a report on the present condition of the roof, and observed failure points, if any noted..
  4. Check the roof support system and report on its structural soundness in conjunction with a recommendation for roof replacement vice repair. .
  5. Prepare a recommendation for repair or replacement of the roof to resolve the issue of leakage and damage to the present facility. The recommendation should include a work scope, time line for completion and a costing schedule for completion of the recommended work.

### 1.02 REPLACEMENT:

RFP 10-02 Public Works Building Roof Repair or Replace

- a. After examining the current condition of the roof, Proposer may submit a second bid detailing the need or advantages of replacing the existing roof with a new roof.
- b. Proposers determining that replacement is the best option shall submit a detailed proposal and bid packet for the replacement of the existing system including specifications and plan of action.

#### **1.03 SITE CONTROL**

1. Any areas being used shall be secured from public access, clearly marked, and barricaded, if necessary. At all times, work shall not interfere with ingress or egress of the building or normal operations by the Town or building tenants, Town employees or vehicles. All surrounding surfaces and vegetation shall be protected from contact with any materials used in this project.
2. The proposer is solely responsible for damage to surrounding surfaces, facilities, vegetation, vehicles, or persons caused by its materials, equipment, workers, or agents. The proposer shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of this project. No materials or equipment shall be left on the site when the proposer's workers are not present. The proposer is responsible for protecting the work from damage from any source prior to final acceptance.

#### **1.04 SITE INSPECTION**

1. Proposer's wishing to inspect the site shall contact the Town Manager at 302-998-2215 to schedule an inspection of the roof and the interior of the building. Inspections will be scheduled to accommodate a maximum number of proposers.

# TOWN OF ELSMERE PROPOSAL FORM

## Roof Repair or Replacement

Name of Proposer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

TOTAL AMOUNT of PROPOSAL FOR ROOF REPAIRS \$ \_\_\_\_\_

TOTAL AMOUNT of PROPOSAL FOR ROOF REPACEMENT. \$ \_\_\_\_\_

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

\_\_\_\_\_  
Signature of Person Authorized to Sign PROPOSAL

Date of PROPOSAL: \_\_\_\_\_

Printed Name and Title of  
Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**